



JONATHAN P. HART
PARTNER
Shutts & Bowen LLP
525 Okeechobee Boulevard
Suite 1100
West Palm Beach, FL 33401
DIRECT (561) 650-8525
EMAIL JHart@shutts.com

May 13, 2024

**VIA E-MAIL (CSANBORN@BARRONREDDING.COM;
MICHAEL.KELLY@CSKLEGAL.COM)**

**CLIFFORD W. (SANDY) SANBORN, ESQ.
BARRON & REDDING, P.A
PANAMA CITY, FLORIDA 32401**

**MICHAEL B. KELLY
COLE SCOTT KISSANE
PENSACOLA, FLORIDA 32502**

Re: Demand for Indemnification

Dear Mr. Sanborn & Mr. Kelly:

We represent New Prime, Inc. d/b/a Prime Inc. ("Prime"), as well as Robert Low, Dean Hoedl, Steve Crawford, and Damien Probstfield. We are writing regarding the Release agreement between Prime, on the one hand, and Calypso Tower III, LLC ("Borrower"), Thomas D. Johnson, Jr., and Frank E. Evans (Thomas and Evans are "Guarantors"), on the other. A copy of the Release is enclosed.

Pursuant to Paragraph 7 of the Release, Borrow and Guarantors "each indemnify each of the Released Parties from, and holds each of them harmless against, any and all loses, liabilities, claims, damages, costs, and expenses, including but not limited to reasonable attorney's fees, that any Released Parties may incur arising from or relating to" the loan between Prime and Borrower in the original principal amount of \$48,500,000.00 ("Loan"). "Released Parties" is defined as Prime, as well as shareholders and employees, which includes Messrs. Low, Hoedl, Crawford, and Probstfield (the "Released Parties").

As you aware, Vada, LLC, 1275 PC Holdings, LLC, and Montano CT Holdings, LLC filed a lawsuit against the Released Parties, and others, making various claims related to the Loan and the amounts paid to Prime pursuant to the Loan. *See Vada, LLC, et al, v. CT III Investments, LLC*, Case No. 22-CA-12, in the Circuit Court of the Fourteenth Judicial Circuit in and for Bay County,

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Florida (the "Lawsuit"). Accordingly, the Released Parties hereby demand that Borrower and Guarantors reimburse them for all attorney's fees incurred to date in connection with the Lawsuit (which are now well in excess of one million dollars) and continue to pay all attorney's fees incurred in the future in connection with the Lawsuit.

Please confirm no later than May 15, 2024 that Borrower and Guarantors agree to pay the attorney's fees incurred to date by the Released Parties and we will forward the relevant invoices, redacted as necessary to preserve privilege, for your review. If Borrower and Guarantors fail to confirm their agreement by May 15, 2024, the Released Parties will pursue all available legal remedies.

Thank you for your time and attention and please contact me if you wish to discuss this matter further.

Very truly yours,

Shutts & Bowen LLP



Jonathan P. Hart

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